

NATURE AND OBJECT OF ACTION

The object of the above action is to foreclose a Mortgage held by the Plaintiff and recorded in the County of Montgomery, State of New York as more particularly described in the Complaint herein

TO THE DEFENDANT(S), except Jason R. Dillenback, the plaintiff makes no personal claim against you in this action.

TO THE DEFENDANT(S), except Jason R. Dillenback;

IF, AND ONLY IF, you have received or will receive a Bankruptcy Discharge Order which includes this debt, the plaintiff is solely attempting to enforce its mortgage lien rights in the subject real property and makes no personal claim against you. In that event, nothing contained in these or any papers served or filed or to be served or filed in this action will be an attempt to collect from you or to find you personally liable for the discharged debt.

YOU ARE HEREBY PUT ON NOTICE THAT WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

CASE NO. 1:18-CV-1291 [LEK/DEP]

United States of America Acting Through the
Rural Housing Service or successor Agency,
United States Department of Agriculture
Plaintiff,

-against-

COMPLAINT

**ACTION TO FORECLOSE
A MORTGAGE**

Jason R. Dillenback,
Community Bank, N.A.
“JOHN DOE #1-5” and “JANE DOE #1-5”, said names
being fictitious, it being the intention of plaintiff to
designate any and all occupants, tenants, persons or
corporations, if any, having or claiming an interest in
or lien upon the premises being foreclosed herein,

Defendants

The plaintiff herein, by its attorney MANFREDI LAW GROUP, PLLC, complains of the
defendants above named, for its cause of action, and alleges:

1. This court has jurisdiction under the provisions of Title 28, United States Code, Section 1345.
2. The plaintiff, UNITED STATES DEPARTMENT OF JUSTICE, NORTHERN DISTRICT OF NEW YORK, having an address of 441 SOUTH SALINA STREET, ROOM 356, SYRACUSE NY 13202-2455 is authorized to issue loans to borrowers by and through the Department of Agriculture.

THE NOTE AND MORTGAGE

3. That on or about December 20th, 2007 the defendant, Jason R. Dillenback, for monies loaned and for the purpose of securing to lender/plaintiff or its predecessor, its successor and assigns, a sum of money, duly executed and acknowledged a Promissory Note in the amount

of \$142,900.00 at an interest at the rate of 6.0% and agreed to repay said sums in monthly principal and interest payments each and every month.

4. A copy of the Promissory Note is attached as Exhibit A.
5. That as security for the payment of said indebtedness, a Mortgage was executed acknowledged and delivered to the stated lender/mortgagee/plaintiff its successor and assigns under certain conditions with rights, duties and privileges between the parties as described therein.
6. A copy of the Mortgage is attached as Exhibit B.
7. The Mortgage was recorded on 6/21/2010, Instrument No.: 2010-3248, in the Montgomery County Clerk's Office.
8. The "mortgaged premises" is 170 Beardslee Road, Saint Johnsville, NY 13452 described herein annexed as "Schedule A".
9. Attached as Exhibit C are Rural Housing Service Payment Subsidy Agreements. Pursuant to the Mortgage and said Subsidy Agreements, the Plaintiff is entitled to recapture said subsidy amounts.
10. Upon information and belief, the borrower defendant does not reside on the mortgaged premises.
11. The plaintiff is the owner and holder of the subject mortgage and note, or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the subject mortgage and note.
12. That Jason R. Dillenback failed to comply with the conditions of the Promissory Note by failing to make payment due and on 5/15/2015 this loan was accelerated at which time the

Defendant was 350 days behind scheduled payment. Exhibit D; ¶ “DEFAULT” Exhibit A, ¶ 22 Exhibit B.

13. Previously the borrower entered in a Delinquency Workout Agreement on 1/10/2014, but it was cancelled for non-payment on 11/20/2014. The account was accelerated on 12/29/2012 but was reinstated as the borrower paid current. The account was accelerated on 8/24/2013 but was reinstated and placed on Delinquency Workout Agreement for the delinquent amount.
14. The plaintiff elected to accelerate the mortgage debt on 5/15/2015, duly notified defendant of the default, and provided the information necessary to cure, sent in accordance with the terms of the mortgage, to the address on file for the defendant at the time the notice was sent but defendant failed to timely cure resulting in the necessity of the commencement of the present foreclosure action. Exhibit D.
15. That plaintiff has complied with all applicable provisions of the RPAPL, Section 1304 and Banking Law, and specifically with Banking Law §§ 595-a and 6-l and 6-m if applicable, in securing the aforementioned indebtedness and at all times thereafter. In accordance with RPAPL Section 1304, a 90 day notice was not required. The property which is the subject of this foreclosure action does not meet the definition of a "home loan" pursuant to RPAPL Section 1304, because the property is not the Defendant(s) principal residence.
16. The plaintiff is exempt from complying with the 90 day notice provisions of RPAPL §§ 1304 and 1306 because the mortgaged premises is not the borrower's residence.
17. Notwithstanding, the Notices of Intention to Foreclose is set forth as Exhibit E was sent by certified mail.
18. There is currently due the following sums:

Principal (Note)	<u>\$128,471.00</u>
Interest (Note) at 6% per annum From May 20, 2014 through October 30, 2018	<u>\$ 34,296.44</u>
Principal (Advances – Taxes/Ins/Maint)	<u>\$ 12,508.19</u>
Interest (Advances – Taxes/Ins/Maint)	<u>\$ 1,358.44</u>
Escrow/Impound (Advances paid, but not yet posted to account's Advance Principal)	<u>\$ 772.60</u>
Late Charges Due	<u>\$ 121.60</u>
Interest Credit (Subsidy) Granted <u>\$26,056.48</u> (Subsidy Calculated for Recapture)	<u>\$ 0.00</u>
TOTAL DUE THROUGH October 30, 2018	<u>\$177,528.27</u>

19. That in order to protect its security, the plaintiff may be compelled to pay during the pendency of this action, local taxes, assessments, water rates, insurance premiums and other charges assessed to the Mortgaged Premises, and hereby requests that any sums paid by it for said purposes, with interest thereon, be added to the sum otherwise due, be deemed secured by the mortgage and be adjudged a valid lien on the Mortgaged Premises.
20. Jason R. Dillenback is included in this lawsuit as record owner of the Mortgaged Premises and borrower under the Promissory Note and Mortgage. Exhibits A & B.
21. Community Bank, N.A. is included in this lawsuit as possible subordinate lienor by virtue of Judgment in the amount of \$3,318.19 against Jason Dillenbeck, 107 Timmerman Road, Little Falls, NY 13365, recorded on 04/12/2016 in Instrument No. 2016-40664.
22. The true names of the defendants “JOHN DOE #1-5” and “JANE DOE #1-5” are unknown to the United States, those names being fictitious, but intending to designate tenants,

occupants or other persons, if any, having or claiming any estate or interest in possession upon the premises or any portion thereof.

23. The plaintiff shall not be deemed to have waived, altered, released or changed its election herein by reason of any payment after the commencement of this action of any or all of the defaults mentioned herein and such election shall continue to be effective.
24. No other action or proceeding has been brought at law or otherwise for the recovery of said sums secured by the Promissory Note and Mortgage or any part thereof.
25. That the Certificate of Merit pursuant to CPLR 3012-b is annexed hereto and made a part hereof.
26. The plaintiff is not seeking a deficiency judgment in this lawsuit.
27. The plaintiff is not seeking attorneys' fees in this lawsuit.
28. The plaintiff seeks a judgment of foreclosure and sale only.

WHEREFORE, Plaintiff demands judgment:

- (a) That the defendants, or either or any of them, subsequent to the filing of the Notice of Pendency of this action, and every person whose conveyance or encumbrance is subsequent or subsequently recorded, be forever barred and foreclosed of all right, claim, lien, interest or equity of redemption in the mortgaged premises;
- (b) of foreclosure and sale the mortgaged premises 170 Beardslee Road, Saint Johnsville, NY 13452 as shown in annexed Schedule A may be decreed to be sold according to law
- (c) That the priority of liens against the real property be determined by the Court, and the proceeds of the sale of said property, after proper court costs, be distributed among the owners and holders of liens against said property in the order of priority thereof as determined by the Court; and

- (d) That the total amount due to the Plaintiff on the NOTE and MORTGAGE as described herein be adjudged;
- (e) That the Plaintiff may be paid the amount adjudged to be due to the Plaintiff with interest thereon to the time of such payment, together with the costs and expenses of this action and the expenses of the sale, so far as the amount of such money properly applicable thereto will pay the same; and
- (f) That the Plaintiff may have such other and further relief which as to this Court may seem just, reasonable and proper.

Dated: November 5, 2018

/s/ John Manfredi
John Manfredi, Esq.
Manfredi Law Group, PLLC,
Attorney for Plaintiff,
302 East 19th Street, Suite 2A
New York, New York 10003
Telephone No. (347) 614-7006

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

CASE NO.

United States of America Acting Through the
Rural Housing Service or successor Agency
United States Department of Agriculture
Plaintiff,

-against-

Mortgaged Premises:

170 Beardslee Road, Saint Johnsville, NY 13452

Jason R. Dillenback,
Community Bank, N.A.
“JOHN DOE #1-5” and “JANE DOE #1-5”, said names
being fictitious, it being the intention of plaintiff to
designate any and all occupants, tenants, persons or
corporations, if any, having or claiming an interest in
or lien upon the premises being foreclosed herein,

Defendants

CERTIFICATE OF MERIT PURSUANT TO CPLR 3012-B

John Manfredi, Esq., pursuant to CPLR § 2106 and under the penalties of perjury, affirms as follows:

1. I am the attorney of record for plaintiff in the above-captioned mortgage foreclosure action. As such, I am fully aware of the underlying action, as well as the proceedings had herein.
1. I have reviewed the facts of this case and communicated with Jennifer Jackson, a representative of plaintiff concerning the subject of this action.
2. Based upon my communication with the plaintiff and my review of the pertinent documents, including the mortgage, security agreement and note or bond underlying the mortgage executed by the defendants and all instruments of assignment, if any, and any

other instrument of indebtedness including any modification, extension, and/or consolidation, and to the best of my knowledge, information and belief, there is a reasonable basis for the commencement of this action and that Plaintiff is currently the creditor entitled to enforce rights under such documents.

3. I further certify that to the best of my knowledge, information and belief, formed after reasonable inquiry regarding the present action, the presentation of the pleadings or the contentions contained herein is true and correct.

Dated: November 5, 2018

/s/ John Manfredi
John Manfredi, Esq.
Manfredi Law Group, PLLC,
Attorney for Plaintiff,
302 East 19th Street, Suite 2A
New York, New York 10003
Telephone No. (347) 614-7006

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK
United States of America Acting Through the
Rural Housing Service or successor Agency
United States Department of Agriculture
Plaintiff,

CASE NO.

-against-

Jason R. Dillenback,
Community Bank, N.A.
“JOHN DOE #1-5” and “JANE DOE #1-5”, said names
being fictitious, it being the intention of plaintiff to
designate any and all occupants, tenants, persons or
corporations, if any, having or claiming an interest in
or lien upon the premises being foreclosed herein,

Defendants

AFFIDAVIT VERIFICATION FROM
THE SECRETARY OF THE U.S. DEPARTMENT OF AGRICULTURE

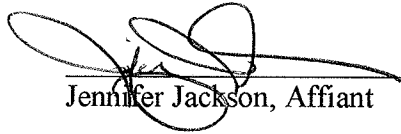
STATE OF NEW YORK)
) SS
COUNTY OF ONONDAGA)

Before me, the undersigned authority, personally appeared Affiant, who was sworn and says that:

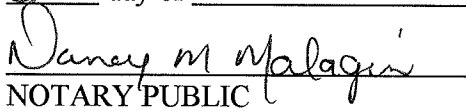
1. Affiant is employed by the United States of America and holds the position of Single Family Housing Program Director, with the USDA Rural Housing Service (formerly Farmers Home Administration), Syracuse office and is authorized to make this Affidavit.
2. Affiant has read the foregoing Complaint.
3. Affiant has personal knowledge of the matters set forth herein based on my review of the Note, Mortgage and other loan documents related to this action and of business

records of the United States Department of Agriculture related thereto. On information and belief, such records were made at or near the time of the event described therein by, or from information transmitted by, a person with knowledge of the event described therein. Such business records are kept in the ordinary course of the regularly conducted business activity of such persons of the US DEPARTMENT OF AGRICULTURE and it is the regular practice of the US DEPARTMENT OF AGRICULTURE to make and keep such business records.

DATED ON November 5, 2018


Jennifer Jackson, Affiant

Sworn before me on this
5th day of November, 2018


NOTARY PUBLIC

NANCY M. MALAGISI
Notary Public, State of New York
No. 01MA6055162
Qualified in Onondaga County
My Commission Expires April 8, 2019

SCHEDULE A DESCRIPTION OF MORTGAGED PREMISES

ALL THAT PIECE OR PARCEL OF LAND in the Town of St. Johnsville, Montgomery County, New York, more particularly bounded and described as follows:

BEGINNING at a point marked by an iron pin in the northeasterly line of the Beardslee Road distant twenty-five feet westerly from the southwest corner of lands now or formerly of Joseph Sugar, and running thence northwesterly along the said road line for a distance of 248 feet to a point marked by a stake; thence N. 2° 20' E. along lands of the Niagara Mohawk Power Corp. for a distance of 327.5 feet to a point marked by a stake; thence S. 59° 10' E. across and along lands now or formerly of Lester Mosher for a distance of 442 feet to a point marked by a stake; thence S. 40° 43' W. across and along lands now or formerly of Lester Mosher for a distance of 412 feet to the place of beginning.

BEING THE SAME PREMISES WITH A MORE MODERN DESCRIPTION AS FOLLOWS:

ALL THAT PIECE OR PARCEL OF LAND in the Town of St. Johnsville, Montgomery County, New York, more particularly bounded and described as follows:

BEGINNING at a set re-rod in the northeasterly margin of Beardslee Road located N 39° 40' W a distance of 25.42 feet from a found iron pipe marking the most westerly corner of lands conveyed to Cynthia D. Button by deed recorded in Book 535 at page 243 and running thence along the northeasterly margin of Beardslee Road the following three courses; N 39° 40' W a distance of 42.60 feet to a point; on a curve to the right having a radius of 645.00 feet for an arc length of 231.90 feet to a point located N 29° 22' W a distance of 230.65 feet from the last mentioned point and N 19° 04' W a distance of 77.78 feet to a set re-rod in the easterly line of lands of Niagara Mohawk Power Corporation, thence along said easterly line N 02° 20' E a distance of 259.31 feet to a set re-rod in the southwesterly line of lands of Whalley, thence along lands of Whalley the following two courses; S 59° 10' E a distance of 488.58 feet to a set re-rod and S 39° 55' W a distance of 412.00 feet to the point or place of beginning.

BEING the same premises conveyed to the mortgager herein from Gerald Countryman and Jean Countryman, husband and wife by Warranty Deed dated December 14, 2007 and recorded in the Montgomery County Clerk's Office on December 21, 2007.

Premises: 170 Beardslee Road, Saint Johnsville, NY 13452
Tax Parcel ID No.: Section: 1. Block: 1 Lot: 12

Exhibit A

Form RD 1940-16
(Rev. 7/05)Form Approved
OMB No. 0575-0172UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL HOUSING SERVICE

PROMISSORY NOTE

Type of Loan SECTION 502

SATISFIED

Loan No. 35769331

This day of , 20

United States of America

Date: 12/20 20 07

By:

Title:

USDA, Rural Housing Services

170 Beardslee Road

(Property Address)

Saint Johnsville

Putnam

NY

(City or Town)

(County)

(State)

BORROWER'S PROMISE TO PAY. In return for a loan that I have received, I promise to pay to the order of the United States of America, acting through the Rural Housing Service (and its successors) ("Government") \$ 142,900.00 (this amount is called "principal"), plus interest.

INTEREST. Interest will be charged on the unpaid principal until the full amount of the principal has been paid. I will pay interest at a yearly rate of 6 %. The interest rate required by this section is the rate I will pay both before and after any default described below.

PAYMENTS. I agree to pay principal and interest using one of two alternatives indicated below:

I. Principal and interest payments shall be temporarily deferred. The interest accrued to _____ shall be added to the principal. The new principal and later accrued interest shall be payable in 396 regular amortized installments on the date indicated in the box below. I authorize the Government to enter the amount of such new principal here: \$ _____, and the amount of such regular installments in the box below when such amounts have been determined. I agree to pay principal and interest in installments as indicated in the box below.

II. Payments shall not be deferred. I agree to pay principal and interest in 396 installments as indicated in the box below.

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 20th day of each month beginning on January 20, 2008 and continuing for 395 months. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this note. My monthly payments will be applied to interest before principal. If on December 20, 2040, I still owe amounts under this note, I will pay those amounts in full on that date, which is called the "maturity date."

My monthly payment will be \$ 829.61. I will make my monthly payment at the post office address noted on my billing statement or a different place if required by the Government.

PRINCIPAL ADVANCES. If the entire principal amount of the loan is not advanced at the time of loan closing, the unadvanced balance of the loan will be advanced at my request provided the Government agrees to the advance. The Government must make the advance provided the advance is requested for an authorized purpose. Interest shall accrue on the amount of each advance beginning on the date of the advance as shown in the Record of Advances below. I authorize the Government to enter the amount and date of the advance as shown in the Record of Advances below. I authorize the Government to enter the amount and date of such advance on the Record of Advances

HOUSING ACT OF 1949. This promissory note is made pursuant to title V of the Housing Act of 1949. It is for the type of loan indicated in the "Type of Loan" block at the top of this note. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Account # 35769331

LATE CHARGES. If the Government has not received the full amount of any monthly payment by the end of 15 days after the date it is due, I will pay a late charge. The amount of the charge will be 2 percent of my overdue payment of principal and interest. I will pay this charge promptly, but only once for each late payment.

BORROWER'S RIGHT TO PREPAY. I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Government in writing that I am making a prepayment.

I may make a full prepayment or partial prepayment without paying any prepayment charge. The Government will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Government agrees in writing to those changes. Prepayments will be applied to my loan in accordance with the Government's regulations and accounting procedures in effect on the date of receipt of the payment.

ASSIGNMENT OF NOTE. I understand and agree that the Government may at any time assign this note without my consent. If the Government assigns the note I will make my payments to the assignee of the note and in such case the term "Government" will mean the assignee.

CREDIT ELSEWHERE CERTIFICATION. I certify to the Government that I am unable to obtain sufficient credit from other sources at reasonable rates and terms for the purposes for which the Government is giving me this loan.

USE CERTIFICATION. I certify to the Government that the funds I am borrowing from the Government will only be used for purposes authorized by the Government.

LEASE OR SALE OF PROPERTY. If the property constructed, improved, purchased, or refinanced with this loan is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for 3 years or longer, or (3) is sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the entire remaining unpaid balance of the loan immediately due and payable. If this happens, I will have to immediately pay off the entire loan.

REQUIREMENT TO REFINANCE WITH PRIVATE CREDIT. I agree to periodically provide the Government with information the Government requests about my financial situation. If the Government determines that I can get a loan from a responsible cooperative or private credit source, such as a bank or a credit union, at reasonable rates and terms for similar purposes as this loan, at the Government's request, I will apply for and accept a loan in a sufficient amount to pay this note in full. This requirement does not apply to any cosigner who signed this note pursuant to section 502 of the Housing Act of 1949 to compensate for my lack of repayment ability.

SUBSIDY REPAYMENT AGREEMENT. I agree to the repayment (recapture) of subsidy granted in the form of payment assistance under the Government's regulations.

CREDIT SALE TO NONPROGRAM BORROWER. The provisions of the paragraphs entitled "Credit Elsewhere Certification" and "Requirement to Refinance with Private Credit" do not apply if this loan is classified as a nonprogram loan pursuant to section 502 of the Housing Act of 1949.

DEFAULT. If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default the Government may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Government may require me to immediately pay the full amount of the unpaid principal, all the interest that I owe, and any late charges. Interest will continue to accrue on past due principal and interest. Even if, at a time when I am in default, the Government does not require me to pay immediately as described in the preceding sentence, the Government will still have the right to do so if I am in default at a later date. If the Government has required me to immediately pay in full as described above, the Government will have the right to be paid back by me for all of its costs and expenses in enforcing this promissory note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

Account # 35769321

NOTICES. Unless applicable law requires a different method, any notice that must be given to me under this note will be given by delivering it or by mailing it by first class mail to me at the property address listed above or at a different address if I give the Government a notice of my different address. Any notice that must be given to the Government will be given by mailing it by first class mail to the Government at USDA Rural Housing Service, c/o Customer Service Branch
Post Office Box 66889, St. Louis, MO 63166, or at a different address if I am given a notice of that different address.

OBLIGATIONS OF PERSONS UNDER THIS NOTE. If more than one person signs this note, each person is fully and personally obligated to keep all of the promises made in this note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this note is also obligated to do these things. The Government may enforce its rights under this note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this note. The term "Borrower" shall refer to each person signing this note.

WAIVERS. I and any other person who has obligations under this note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Government to demand payment of amounts due. "Notice of dishonor" means the right to require the Government to give notice to other persons that amounts due have not been paid.

WARNING: Failure to fully disclose accurate and truthful financial information in connection with my loan application may result in the termination of program assistance currently being received, and the denial of future federal assistance under the Department of Agriculture's Debarment regulations, 7 C.F.R. part 3017.

Jason R. Dillenbeck Seal
 Borrower Jason R. Dillenbeck

 Borrower Seal

 Borrower Seal

 Borrower Seal

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$		(8) \$		(15) \$	
(2) \$		(9) \$		(16) \$	
(3) \$		(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
				TOTAL \$	

Exhibit B

**Montgomery County
Helen A Bartone
County Clerk
Fonda, New York**

Book: 1618 Page: 79

Document Number: 2007- 00024399 Document Type: Mortgage

Recorded Date: 12/21/2007

**Parties: DILLENBECK, JASON R
UNITED STATES OF AMERICA**

Pages Charged: 7

Pages Scanned: 8

Comment:

Recorded By: SPRING ARTHUR CARL ATTY

**** Examined and Charged as Follows ****

Mortgage 46.50
Coversheet 3.00

Recording Fee: 49.50

	<u>Town</u>	<u>Serial #</u>	<u>Consideration</u>
Tax-Mortgage	0.00 ST JOHNSVILLE	CY 1607	142,900.00
Basic	0.00		
Local	0.00		
Additional	0.00		
Special Additional	0.00		
Transfer	0.00		
Tax Fee:	0.00		

**** DO NOT REMOVE ****

**** This Page Is Part of the Document ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office for:

File Information

Document Number: 2007- 00024399
Recorded Date: 12/21/2007 03:44 P
Receipt Number: 52738

Mail Back

**SPRING ARTHUR CARL ATTY
10 S MARKET STREET**

JOHNSTOWN NY 12095-

Form RD 3550-14 NY
(Rev. 6-03)

(Space Above This Line For Recording Data)

Form Approved
OMB No. 0575-0172

United States Department of Agriculture
Rural Housing Service

MORTGAGE FOR NEW YORK

THIS MORTGAGE ("Security Instrument") is made on December 20, 2007 . [Date]
The mortgagor is JASON R. DILLENBECK, 170 Beardslee Road, St. Johnsville, New York 13452 ("Borrower").
This Security Instrument is given to the United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture ("Lender"), whose address is Rural Housing Service, c/o Centralized Servicing Center, United States Department of Agriculture, P.O. Box 66889, St. Louis, Missouri 63166.

Borrower is indebted to Lender under the following promissory notes and/or assumption agreements (herein collectively called "Note") which have been executed or assumed by Borrower and which provide for monthly payments, with the full debt, if not paid earlier, due and payable on the maturity date:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Maturity Date</u>
December 20, 2007	\$142,900.00	December 20, 2040

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the property covered by this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note, and (d) the recapture of any payment assistance and subsidy which may be granted to the Borrower by the Lender pursuant to 42 U.S.C. §§ 1472(g) or 1490a. For this purpose, Borrower irrevocably grants and conveys to Lender the following described property located in the County of

Montgomery, State of New York:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 170 Beardslee Road, St. Johnsville, New York 13452
[Street] [City] [ZIP]

("Property Address");

According to the Paperwork Reduction Act of 1996, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures which now or hereafter are a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law or federal regulation that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held by a federal agency (including Lender) or in an institution whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property after acceleration under paragraph 22, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law or Lender's regulations provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied in the following order of priority: (1) to advances for the preservation or protection of the Property or enforcement of this lien; (2) to accrued interest due under the Note; (3) to principal due under the Note; (4) to amounts required for the escrow items under paragraph 2; (5) to late charges and other fees and charges.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Lender has agreed in writing to such lien or Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Borrower shall pay to Lender such fees and other charges as may now or hereafter be required by regulations of Lender, and pay or reimburse Lender for all of Lender's fees, costs, and expenses in connection with any full or partial release or subordination of this instrument or any other transaction affecting the Property.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurer providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, at Lender's option Lender may obtain coverage to protect Lender's rights in the Property pursuant to paragraph 7.

All insurance policies and renewals shall be in a form acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If after acceleration the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation, Maintenance, and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the improvements in good repair and make repairs required by Lender. Borrower shall comply with all laws, ordinances, and regulations affecting the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender is not required to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Refinancing.** If at any time it shall appear to Lender that Borrower may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes, Borrower will, upon the Lender's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby in full.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured hereby immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower and any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by federal law. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. This instrument shall be subject to the present regulations of Lender, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

15. **Borrower's Copy.** Borrower acknowledges receipt of one conformed copy of the Note and of this Security Instrument.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is leased for a term greater than three (3) years, leased with an option to purchase, sold, or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this

Security Instrument.

17. Nondiscrimination. If Borrower intends to sell or rent the Property or any part of it and has obtained Lender's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower, will refuse to negotiate for the sale or rental of the Property or will otherwise make unavailable or deny the Property to anyone because of race, color, religion, sex, national origin, handicap, age, or familial status, and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, sex, national origin, handicap, age or familial status.

18. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

19. Uniform Federal Non-Judicial Foreclosure. If a uniform federal non-judicial foreclosure law applicable to foreclosure of this security instrument is enacted, Lender shall have the option to foreclose this instrument in accordance with such federal procedure.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any federal, state, or local environmental law or regulation.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations.

As used in this paragraph "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means federal laws and regulations and laws and regulations of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Cross Collateralization. Default hereunder shall constitute default under any other real estate security instrument held by Lender and executed or assumed by Borrower, and default under any other such security instrument shall constitute default hereunder.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be decreed incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, Lender, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to Lender hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

23. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to Lender secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at Lender's option, any other indebtedness of Borrower owing to Lender, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, Lender and its agents may bid and purchase as a stranger and may pay Lender's share of the purchase price by crediting such amount on any debts of Borrower owing to Lender, in the order prescribed above.

24. Borrower agrees that Lender will not be bound by any present or future state laws, (a) providing for valuation, appraisal, homestead or exemption of the Property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c)

prescribing any other statute of limitations, (d) allowing any right of possession or, (e) limiting the conditions which Lender may be regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such state law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent.

25. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box]

☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other(s) [specify]

Witnesses:

Jason R. Dillenbeck (Seal)
Borrower

_____ (Seal)
Borrower

ACKNOWLEDGMENT

STATE OF NEW YORK }
 } SS:
COUNTY OF FULTON }

On the 20th day of December in the year 2007, before me, the undersigned, a notary public in and for said State, personally appeared JASON R. DILLENBECK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

Arthur Carl Spring
Notary Public

ARTHUR CARL SPRING
Notary Public, State of New York
Fulton County
My Commission Expires April 30, 20 11

SCHEDULE "A"

ALL THAT PIECE OR PARCEL OF LAND in the Town of St. Johnsville, Montgomery County, New York, more particularly bounded and described as follows:

BEGINNING at a point marked by an iron pin in the northeasterly line of the Beardslee Road distant twenty-five feet westerly from the southwest corner of lands now or formerly of Joseph Sugar, and running thence northwesterly along the said road line for a distance of 248 feet to a point marked by a stake; thence N. 2° 20' E. along lands of the Niagara Mohawk Power Corp. for a distance of 327.5 feet to a point marked by a stake; thence S. 59° 10' E. across and along lands now or formerly of Lester Mosher for a distance of 442 feet to a point marked by a stake; thence S. 40° 43' W. across and along lands now or formerly of Lester Mosher for a distance of 412 feet to the place of beginning.

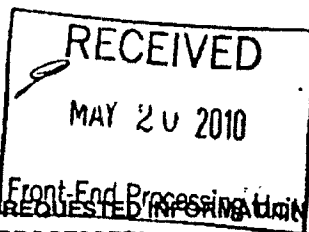
BEING THE SAME PREMISES WITH A MORE MODERN DESCRIPTION AS FOLLOWS:

ALL THAT PIECE OR PARCEL OF LAND in the Town of St. Johnsville, Montgomery County, New York, more particularly bounded and described as follows:

BEGINNING at a set re-rod in the northeasterly margin of Beardslee Road located N 39° 40' W a distance of 25.42 feet from a found iron pipe marking the most westerly corner of lands conveyed to Cynthia D. Button by deed recorded in book 535 at page 243 and running thence along the northeasterly margin of Beardslee Road the following three courses; N 39° 40' W a distance of 42.60 feet to a point; on a curve to the right having a radius of 645.00 feet for an arc length of 231.90 feet to a point located N 29° 22' W a distance of 230.65 feet from the last mentioned point and N 19° 04' W a distance of 77.78 feet to a set re-rod in the easterly line of lands of Niagara Mohawk Power Corporation, thence along said easterly line N 02° 20' E a distance of 259.31 feet to a set re-rod in the southwesterly line of lands of Whalley, thence along lands of Whalley the following two courses; S 59° 10' E a distance of 488.58 feet to a set re-rod and S 39° 55' W a distance of 412.00 feet to the point or place of beginning.

BEING the same premises conveyed to the mortgagor herein from Gerald Countryman and Jean Countryman, husband and wife by Warranty Deed dated December 14, 2007 and recorded in the Montgomery County Clerk's Office on December 21, 2007 simultaneously herewith.

Exhibit C

Form RD 3550-21
(03-06)RURAL HOUSING SERVICE
PAYMENT SUBSIDY RENEWAL CERTIFICATIONFORM APPROVED
OMB NO. 0575-0172JASON R DILLENBECK
170 BEARDSLEE ROAD
SAINT JOHNSVILLE NY 13452

04/20/10

0035769331

Please provide the following information in ink. IF ANY REQUESTED INFORMATION IS NOT PROVIDED,
YOUR PAYMENT SUBSIDY REQUEST CANNOT BE PROCESSED!

The information I (we) have provided is complete and true to the best of my (our) knowledge. I (we) understand that the information below is being collected to determine if I am (we are) eligible to receive payment subsidies and that failure to provide complete and accurate information can result in criminal and civil penalties.

Borrower Signature

Date

Borrower Signature

Date

Home Phone

Alternate Phone or Work No: ()

PLEASE PRINT THE NAME OF THE PERSON WHO IS FILLING OUT THIS FORM (NOT A COPY) BY MAIL. DO NOT FAX!

1. ALL ADULT HOUSEHOLD MEMBERS MUST SIGN AN 'AUTHORIZATION TO RELEASE INFORMATION' FORM 3550-1

2. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY:

HOUSEHOLD MEMBER'S FULL NAME - BEGIN WITH	RELATIONSHIP TO THE HEAD	AGE	SOCIAL SECURITY NUMBER	EMPLOYED YES / NO	FULL TIME STUDENT YES / NO	DISABLED YES / NO
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	✓		✓
				✓		✓
				✓	✓	✓
				✓	✓	✓
				✓	✓	✓
				✓	✓	✓

3. Yes ☒ No ☐ Did anyone living in your household file Federal Income Tax last year?

YOU MUST INCLUDE A COPY OF LAST YEAR'S IRS FORM(S) 1040, 1040EZ, 1040A, OR TELEFILE TAX RECORDS
FOR ALL ADULT HOUSEHOLD MEMBERS WHO FILED. DO NOT SEND FORM 8453!!!

4. Yes ☐ No ☒ Is anyone living in your household self-employed?

IF YES - YOU MUST INCLUDE A COPY OF LAST YEAR'S FEDERAL INCOME TAX SCHEDULE FOR C OR F.

5. \$ 1732.00 Amount of Real Estate Taxes due each year.

I am exempt from paying.

6. \$ 604.00 Amount of Property Insurance paid each year.

I do not have insurance.

7. ATTACH THE TWO (2) MOST RECENT AND CONSECUTIVE PAY STUBS FOR ALL JOBS IN YOUR HOUSEHOLD AND
COMPLETE THE FOLLOWING FOR EACH JOB:

HOUSEHOLD MEMBER'S FULL NAME	AMOUNT OF YEARLY INCOME	EMPLOYER NAME AND ADDRESS	EMPLOYER PHONE NO.
			()
			()
			()

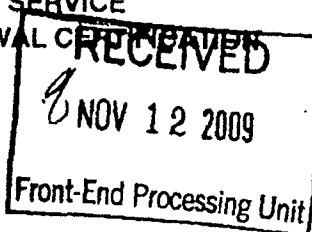
*** COMPLETE 2ND PAGE OF THIS FORM ***

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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•C2000017602• L1011001

Form RD 3550-21

RURAL HOUSING SERVICE
PAYMENT SUBSIDY RENEWAL CERTIFICATEFORM APPROVED
OMB NO. 0575-0172JASON R DILLENBECK
170 BEARDSLEE ROAD
SAINT JOHNSVILLE NY 13452

10/21/09

0035769331

Please provide the following information in ink. IF ANY REQUESTED INFORMATION IS NOT PROVIDED,
YOUR PAYMENT SUBSIDY REQUEST CANNOT BE PROCESSED!

The information I (we) have provided is complete and true to the best of my (our) knowledge. I (we) understand that the information below is being collected to determine if I am (we are) eligible to receive payment subsidies and that failure to provide complete and accurate information can result in criminal and civil penalties.

Borrower Signature

Date

Borrower Signature

Date

Home

Alternate Phone or Work No: ()

YOU MUST RETURN THIS FORM (NOT A COPY) BY MAIL. DO NOT FAX!

1. ALL ADULT HOUSEHOLD MEMBERS MUST SIGN AN "AUTHORIZATION TO RELEASE INFORMATION" FORM 3550-1

2. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY:

HOUSEHOLD MEMBER'S FULL NAME - BEGIN WITH YOURSELF	RELATIONSHIP TO THE HEAD	AGE	SOCIAL SECURITY NUMBER	EMPLOYED YES / NO	FULL TIME STUDENT YES / NO	DISABLED YES / NO
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	✓	✓	✓
				✓	✓	✓
				✓	✓	✓
				✓	✓	✓
				✓	✓	✓
				✓	✓	✓

3. Yes ☒ No ☐ Did anyone living in your household file Federal Income Tax last year?

YOU MUST INCLUDE A COPY OF LAST YEAR'S IRS FORM(S) 1040, 1040EZ, 1040A, OR TELEFILE TAX RECORDS
FOR ALL ADULT HOUSEHOLD MEMBERS WHO FILED. DO NOT SEND FORM 8453!!!

4. Yes ☐ No ☒ Is anyone living in your household self-employed?

IF YES - YOU MUST INCLUDE A COPY OF LAST YEAR'S FEDERAL INCOME TAX SCHEDULE FOR C OR F.

5. \$ 1700.00 (estimate) Amount of Real Estate Taxes due each year.

I am exempt from paying.

6. \$ 590.00 Amount of Property Insurance paid each year.

I do not have insurance.

7. ATTACH THE TWO (2) MOST RECENT AND CONSECUTIVE PAY STUBS FOR ALL JOBS IN YOUR HOUSEHOLD AND
COMPLETE THE FOLLOWING FOR EACH JOB: (N/A.)

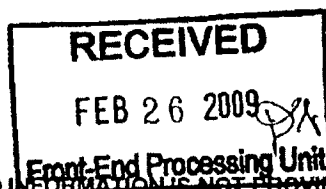
HOUSEHOLD MEMBER'S FULL NAME	AMOUNT OF YEARLY INCOME	EMPLOYER NAME AND ADDRESS	EMPLOYER PHONE NO.
			()
			()
			()

*** COMPLETE 2ND PAGE OF THIS FORM ***

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PY000017602 L1011001

Form RD 3550-21
(03-06)RURAL HOUSING SERVICE
PAYMENT SUBSIDY RENEWAL CERTIFICATIONFORM APPROVED
OMB NO. 0575-0172JASON R DILLENBECK
170 BEARDSLEE ROAD
SAINT JOHNSTOWN NY 13452

01/30/09

0035769331

Please provide the following information in ink. IF ANY REQUESTED INFORMATION IS NOT PROVIDED,
YOUR PAYMENT SUBSIDY REQUEST CANNOT BE PROCESSED!

The information I (we) have provided is complete and true to the best of my (our) knowledge. I (we) understand that the information below is being collected to determine if I am (we are) eligible to receive payment subsidies and that failure to provide complete and accurate information can result in criminal and civil penalties.

Borrower Signature

Date

Borrower Signature

Date

Home Phone

Alternate Phone or Work No: ()

FORM (NOT A COPY) BY MAIL. DO NOT FAX!

1. ALL ADULT HOUSEHOLD MEMBERS MUST SIGN AN "AUTHORIZATION TO RELEASE INFORMATION" FORM 3550-1

2. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY:

HOUSEHOLD MEMBER'S FULL NAME - BEGIN WITH	RELATIONSHIP TO THE HEAD	AGE	SOCIAL SECURITY NUMBER	EMPLOYED YES / NO	FULL TIME STUDENT YES / NO	DISABLED YES / NO
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	✓	✓	✓
				✓	✓	✓
				✓	✓	✓
				✓	✓	✓
				✓	✓	✓

3. Yes ☒ No ☐ Did anyone living in your household file Federal Income Tax last year?YOU MUST INCLUDE A COPY OF LAST YEAR'S IRS FORM(S) 1040, 1040EZ, 1040A, OR TELEFILE TAX RECORDS
FOR ALL ADULT HOUSEHOLD MEMBERS WHO FILED. DO NOT SEND FORM 8453!!!4. Yes ☐ No ☒ Is anyone living in your household self-employed?

IF YES -- YOU MUST INCLUDE A COPY OF LAST YEAR'S FEDERAL INCOME TAX SCHEDULE FOR C OR F.

5. \$ 1700.00 (estimate) Amount of Real Estate Taxes due each year.

I am exempt from paying.

6. \$ 590.00 Amount of Property Insurance paid each year.

I do not have insurance.

7. ATTACH THE TWO (2) MOST RECENT AND CONSECUTIVE PAY STUBS FOR ALL JOBS IN YOUR HOUSEHOLD AND
COMPLETE THE FOLLOWING FOR EACH JOB:

HOUSEHOLD MEMBER'S FULL NAME	AMOUNT OF YEARLY INCOME	EMPLOYER NAME AND ADDRESS	EMPLOYER PHONE NO.
[REDACTED]			
			()

*** COMPLETE 2ND PAGE OF THIS FORM ***

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

0055000357693311090130NY2

R5000029703 11011003

Form RD 3550-12
(Rev. 9-06)United States Department of Agriculture
Rural Housing ServiceForm Approved
OMB No. 0575-0172

Account # 35769331

SUBSIDY REPAYMENT AGREEMENT

Only one agreement should be executed by the subject borrower for the subject property. The agreement is completed at the closing of the first Agency loan to the borrower regardless of whether or not they qualify for payment assistance at that time.

1. As required under section 521 of the Housing Act of 1949 (42 U.S.C. 1490a), subsidy received in accordance with a loan under section 502 of the Housing Act of 1949 is repayable to the Government upon the disposition or nonoccupancy of the security property. Deferred mortgage payments are included as subsidy under this agreement.

2. When I fail to occupy or transfer title to my home, recapture is due. If I refinance or otherwise pay in full without transfer of title and continue to occupy the property, the amount of recapture will be calculated but; payment of recapture can be deferred, interest free, until the property is subsequently sold or vacated. If deferred, the Government mortgage can be subordinated but will not be released nor the promissory note satisfied until the Government is paid in full. In situations where deferment of recapture is an option, recapture will be discounted 25% if paid in full at time of settlement.

3. Calculating Original Equity.

For Self-Help loans, the market value is the appraised value as determined at the time of loan approval/obligation, which is subject to completion per plans and specifications. If the house is not ultimately furnished under the Self-Help program, an amended agreement using the market value definition for all other transactions as outlined below must be completed.

For all other transactions, the market value is the lower of the:

- Sales price, construction/rehabilitation cost, or total of these costs, whichever is applicable
- OR
- Appraised value as determined at the time of loan approval/obligation.

If the applicant owns the building site free and clear or if an existing non-Agency debt on the site without a dwelling will not be refinanced with Agency funds, the market value will be the lower of the appraised value or the construction cost plus the value of the site.

Market value of property located at:

170 Beardslee Road

Saint Johnsville, NY 13452

\$ 140,000.00

Less Prior Liens

\$ _____ Held by _____

\$ _____ Held by _____

Less Subordinate Affordable Housing Products

\$ _____ Held by _____

\$ _____ Held by _____

Less Rural Development Single Family Housing Loans

\$ 142,900.00

Equals Original Equity (If negative number use "0")

\$ 0.00

Percent of Original Equity

\$ 0.00 %

(Determined by dividing original equity by the market value)

4. If all loans are not subject to recapture, or if all loans subject to recapture are not being paid, the amount to be recaptured is computed according to the following formula: Divide the balance of loans subject to recapture that are being paid by the balance of all open loans. Multiply the result by 100 to determine the percent of the outstanding balance of open loans being paid.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

1 7 7 2 1 7 7

5.

months loan outstanding	Average interest rate paid							
	1 st	1.1	2.1	3.1	4.1	5.1	6.1	7 th
0 - 59	.50	.50	.50	.50	.44	.32	.22	.11
60 - 119	.50	.50	.50	.49	.42	.31	.21	.11
120 - 179	.50	.50	.50	.48	.40	.30	.20	.10
180 - 239	.50	.50	.49	.42	.36	.26	.18	.09
240 - 299	.50	.50	.46	.38	.33	.24	.17	.09
300 - 359	.50	.45	.40	.34	.29	.21	.14	.09
360 & up	.47	.40	.36	.31	.26	.19	.13	.09

6. Calculating Recapture

Current Market value

LESS

Original amount of prior liens and subordinate affordable housing products,
 RHS balance,
 Reasonable closing costs,
 Principal reduction at note rate,
 Original equity (see paragraph 3), and
 Capital improvements (see 7 CFR part 3550).

EQUALS

Appreciation value. (If this is a positive value, continue.)

TIMES

Percentage in paragraph 4 (if applicable),

Percentage in paragraph 5, and

Return on borrower's original equity (100% - percentage in paragraph 3).

EQUALS

Value appreciation subject to recapture. Recapture due equals the lesser of this figure or
 the amount of subsidy received.

Borrower agrees to pay recapture in accordance with this agreement.

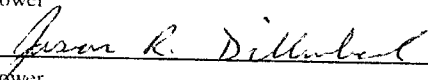
Borrower 	Date 12-20-2007
Borrower	Date 12-20-2007

Exhibit D



**United States
Department of
Agriculture**

Rural Development

Centralized Servicing Center

P.O. Box 66827

St. Louis, MO 63166

(800) 793-8861 (Voice)

(800) 438-1832 (TDD/TTY Hearing Impaired Only) or

(314) 457-4450 (FAX)

AUG 03 2015

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

JASON R DILLENBECK
170 BEARDSLEE ROAD
SAINT JOHNSVILLE NY 13452

SUBJECT: NOTICE OF ACCELERATION OF YOUR MORTGAGE LOAN(S); DEMAND FOR PAYMENT OF THAT DEBT; NOTICE OF INTENT TO FORECLOSE; AND NOTICE OF YOUR OPPORTUNITY TO HAVE A HEARING CONCERNING THIS ACTION

Dear JASON R DILLENBECK

PLEASE TAKE NOTE that the entire indebtedness due on the promissory note(s) and/or assumption agreement(s) which evidence the loan(s) received by you from the United States of America, acting through the United States Department of Agriculture Rural Housing Service (RHS), formerly Farmers Home Administration, is now declared immediately due and payable and demand is hereby made on you to pay this entire indebtedness. If payment in full is not made as demanded herein, the RHS intends to enforce its real estate mortgage(s) or deed(s) of trust given to secure the indebtedness by foreclosure of its lien(s) on your house.

<u>Account Number(s)</u>	<u>Date of Instruments</u>	<u>Amount</u>
0035769331	12/20/07	142900.00

This acceleration of your indebtedness is made in accordance with the authority granted in the above-described instrument(s). The reason(s) for the acceleration of your indebtedness is (are) as follows:

MONETARY DEFAULT

The balance of the account is \$ 132121.00 unpaid principal and \$ 7723.08 unpaid interest, as of 05/05/15, plus additional interest accruing at the rate of \$ 21.7185 per day thereafter, plus additional advances to be made by the United States for the protection of its security, the interest accruing on any such advances, fees, or late charges, and the amount of subsidy to be recaptured in accordance with the Subsidy Repayment Agreement.

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Unless full payment of this indebtedness is received within 30 days from the date of this letter, the United States will take action to foreclose its lien on your house and to pursue any other available remedies. **Payment should be made by cashier's check, certified check, or postal money orders payable to the USDA/RD and mailed to the following address:**

USDA-Rural Development
P.O. Box 790170
St. Louis, MO 63179-0170

If you submit to the United States any payment insufficient to pay the account in full or insufficient to comply with any arrangements agreed to between the RHS and yourself, the payment WILL NOT CANCEL the effect of this notice. If insufficient payments are received and credited to your account, no waiver or prejudice of any rights which the United States may have will result and the RHS may proceed as though no such payments had been made.

YOUR RIGHT TO A DISCUSSION WITH RHS - You have the opportunity to discuss this decision to accelerate your loan(s) with a RHS official or have an administrative appeal hearing before the foreclosure takes place. This is an opportunity to discuss why you believe the United States is in error in accelerating your loan(s) and proceeding with foreclosure. If you desire to have an informal discussion with an RHS official or have any questions concerning this decision or the facts used in making this decision, you should contact this office in writing. The request for an informal discussion must be sent to the undersigned no later than 05/20/15. Requests which are postmarked by the U. S. Postal Service on or before that date will be considered as timely received. You also have the right to an administrative appeal hearing with a hearing officer instead of, or in addition to, an informal discussion with this office. If you request an informal discussion with an RHS official, and this does not result in a decision in which you concur, you will be given a separate time frame in which to submit your request for an administrative appeal. See the attachment for your appeal rights.)

YOUR RIGHT TO AN ADMINISTRATIVE APPEAL HEARING - If you do not wish to have an informal discussion with an RHS official as outlined above, you may request an administrative appeal with a member of the National Appeals Division Area Supervisor, no later than 30 days after the date on which you received this notice. Requests which are postmarked by the U.S. Postal Service on or before that date will be considered as timely received as requesting an administrative appeal. Please include a copy of this letter with your request.

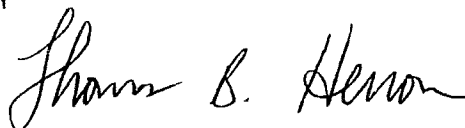
If you fail to comply with the requirement outlined, the United States plans to proceed with foreclosure. You may avoid foreclosure by (1) refinancing your RHS loan(s) with a private or commercial lender or otherwise paying your indebtedness in full; (2) selling the property for its fair market value and applying the proceeds to your loan(s); (3) transferring the loan(s) and property to an eligible or ineligible applicant with RHS approval; or (4) conveying the property to the Government with RHS approval. Please contact our Centralized Servicing Center office at 1-800-793-8861, if you desire to satisfy your loan(s) by one of the above methods.

You cannot be discriminated against in a credit transaction because of your race, color, religion, national origin, sex, marital status, handicap, or age (if you have the legal capacity to enter into a contract). You cannot be denied a loan because all or a part of your income is from a public assistance program. If you believe you have been discriminated against for any of these reasons, you should write to the Secretary of Agriculture, Washington, D.C. 20250.

You cannot be discriminated against in a credit transaction because you in good faith exercised your rights under the Consumer Credit Protection Act. The Federal Agency responsible for seeing this law is obeyed is the Federal Trade Commission, Washington, D.C. 20580.

For questions regarding your account, please call Default Management toll free at 1-800-793-8861 or 1-800-438-1832 (TDD/TTY Hearing Impaired Only), 7:00 a.m. to 5:00 p.m., Monday through Friday, Central Time. Please refer to your Account number when you write or call us. Thank you.

UNITED STATES OF AMERICA
BY



Thomas B Herron
Director, Default Management Branch
Rural Development
United States Department of Agriculture

Date: 05/05/15
Attachment
CC: State Office

This letter was mailed certified and regular mail on 05/05/15 .

USDA RURAL DEVELOPMENT
EC214 ACCELERATIONS
300 GOODFELLOW BLVD BLDG
05ECSC
SAINT LOUIS, MO 63120-1703

PS Form 3800, 6/06

COMPLETE THIS SECTION ON DELIVERY

A. Signature: (☐ Addressee or ☒ Agent)

X *[Signature]*

B. Received by: (Please Print Clearly)

[Signature]

C. Date of Delivery

5/9/15

D. Addressee's Address (If Different From Address Used by Sender.)

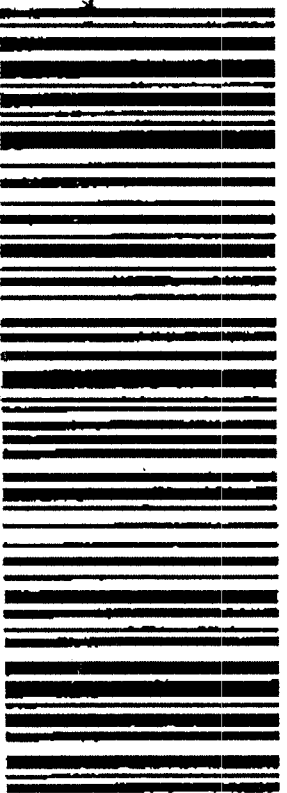
Secondary Address / Suite / Apt. / Floor (Please Print Clearly)

Delivery Address

City State ZIP + 4 Code

CERTIFIED MAIL

USPS CERTIFIED MAIL



9207 1969 0087 3051 0516 43

35769331

Article Addressed To:

JASON R DILLENBECK
170 BEARDSLEE ROAD
SAINT JOHNSVILLE, NY 13452

Exhibit E



United States Department of Agriculture

Certified Mail #70121640000042787450

July 26, 2018

Jason Dillenbeck
107 Timmerman Road
Little Falls, New York 13365

**YOU MAY BE AT RISK OF FORECLOSURE. PLEASE READ THE
FOLLOWING NOTICE CAREFULLY.**

As of 07/26/2018, your home loan is 1,497 days and \$61,365.76 dollars in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home. Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at https://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm Qualified free help is available; watch out for companies or people who charge a fee for these services.

Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage

**Rural Development • New York State Office
Single Family Housing Division
441 South Salina Street, Suite 357 • Syracuse, NY 13202
Voice (315) 477-6423 • Fax (855) 477-8531 • TDD 800-421-1220 (711)**

USDA is an equal opportunity provider, employer, and lender.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 315-477-6416 and ask to discuss possible options.

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Services' toll-free helpline at 1-888-995-4673 or visit the Department's website at www.sfs.ny.gov.

IMPORTANT: You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the home until a court orders you to leave. You legally remain the owner of and are responsible for the property until the property is sold by you or by order of the court at the conclusion of any foreclosure proceedings. This notice is not an eviction notice, and a foreclosure action has not yet been commenced against you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer Jackson", with a stylized flourish extending from the end.

Jennifer Jackson
Single Family Housing Program Director

7012 1640 0000 4278 7450

U.S. Postal Service TM	
CERTIFIED MAIL TM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Sent To: Jason Dillenbeck
Street, Apt. No.,
or PO Box No. 107 Timmerman Road
City, State, ZIP+4 Little Falls, NY 13365

PS Form 3800, August 2006 See Reverse for Instructions

SYRACUSE NY 13211
JUL 20 018
Postmark Here
USPS

Help for Homeowners in Foreclosure

New York State Law requires that we send you this notice about the foreclosure process. Please read it carefully.

Summons and Complaint

You are in danger of losing your home. If you fail to respond to the summons and complaint in this foreclosure action, you may lose your home. Please read the summons and complaint carefully. You should immediately contact an attorney or your local legal aid office to obtain advice on how to protect yourself.

Sources of Information and Assistance

The State encourages you to become informed about your options in foreclosure. In addition to seeking assistance from an attorney or legal aid office, there are government agencies and non-profit organizations that you may contact for information about possible options, including trying to work with your lender during this process.

To locate an entity near you, you may call the toll-free helpline maintained by the New York State Department of Financial Services at (800) 342-3736 or visit the Department's website at www.dfs.ny.gov.

RIGHTS AND OBLIGATIONS

YOU ARE NOT REQUIRED TO LEAVE YOUR HOME AT THIS TIME. YOU HAVE THE RIGHT TO STAY IN YOUR HOME DURING THE FORECLOSURE PROCESS. YOU ARE NOT REQUIRED TO LEAVE YOUR HOME UNLESS AND UNTIL YOUR PROPERTY IS SOLD AT AUCTION PURSUANT TO A JUDGMENT OF FORECLOSURE AND SALE. REGARDLESS OF WHETHER YOU CHOOSE TO REMAIN IN YOUR HOME, YOU ARE REQUIRED TO TAKE CARE OF YOUR PROPERTY AND PAY PROPERTY TAXES IN ACCORDANCE WITH STATE AND LOCAL LAW.

Foreclosure Rescue Scams

Be careful of people who approach you with offers to "save" your home. There are individuals who watch for notices of foreclosure actions in order to unfairly profit from a homeowner's distress. You should be extremely careful about any such promises and any suggestions that you pay them a fee or sign over your deed. State law requires anyone offering such services for profit to enter into a contract which fully describes the services they will perform and fees they will charge, and which prohibits them from taking any money from you until they have completed all such promised services.



United States Department of Agriculture

July 26, 2018

Jason Dillenbeck
107 Timmerman Road
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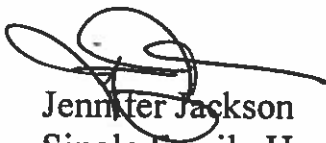
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Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer Jackson", written over a circular stamp or seal.

Jennifer Jackson
Single Family Housing Program Director

Help for Homeowners in Foreclosure

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Be careful of people who approach you with offers to "save" your home. There are individuals who watch for notices of foreclosure actions in order to unfairly profit from a homeowner's distress. You should be extremely careful about any such promises and any suggestions that you pay them a fee or sign over your deed. State law requires anyone offering such services for profit to enter into a contract which fully describes the services they will perform and fees they will charge, and which prohibits them from taking any money from you until they have completed all such promised services.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>Jason D. Henbeck 107 Timmerman Road, Little Falls, NY 13361</p>		<p>A. Signature X <i>Jason D. Henbeck</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>2. Article Number (Transfer from service label) 7012 1640 0000 4278 7450</p>		<p>B. Received by (Printed Name) <i>Jason D. Henbeck</i> C. Date of Delivery <i>3/25/18</i></p>	
<p>PS Form 3811, February 2004</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Domestic Return Receipt</p>		<p>102595-02-M-1540</p>	



New York State Department of Financial Services
One State Street Plaza, New York, NY 10004

Proof of Filing Statement

To Whom It May Concern:

Section 1306 of the Real Property Actions and Proceedings Law (RPAPL) requires lenders, assignees or mortgage loan servicers servicing loans on 1-to-4 family residential properties in New York State to file certain information with the Superintendent of the Department Financial Services within three days after the mailing of a 90-Day Pre-Foreclosure Notice.

The information below pertains to a filing submitted to the Department of Financial Services as required in Section 1306 of RPAPL. The information is presented as filed by the lender, assignee or mortgage loan servicer.

Filer Information:

Name : USDA Rural Development
Address : 441 South Salina St., Suite 357
Syracuse NY 13202

Filing Information:

Tracking Number : NYS4702291
Mailing Date Step 1 : 27-JUL-18 12.00.00.000 AM
Mailing Date Step 2 :
Judgment Date Step 3 :
Filing Date Step 1 : 30-JUL-18 09.25.52.000 AM
Filing Date Step 1 Orig : 30-JUL-18 09.24.37.000 AM
Filing Date Step 2 :
Filing Date Step 3 :
Owner Occupd at Jdgmnt :
Property Type : 1 to 4 Family Home
Property Address : 170 Beardslee Road Saint Johnsville
NY 13452
County : Fulton
Date of Original Loan : 20-DEC-07 12.00.00.000 AM
Amt of Original Loan : 142900
Loan Number Step 1 : 35769331
Loan Number Step 2 :
Loan Reset Frequency :
Loan Type : 1st Lien
Loan Details : Fixed Rate
Loan Term : Other
Loan Modification : No Modification
Days Delinquent : Other
Borrower's Name : Jason R Dillenbeck
Address : 107 Timmerman Road
Little Falls 13365
Borrower's Phone No : 5186053439
Filing Status : Step 1 Completed

Sincerely,

New York State Department of Financial Services



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New York State Non-Profit Housing Counseling Agencies Providing Services to Homeowners in Default and Foreclosure - Statewide Listing by County

Compiled by the Empire Justice Center (Updated May 7, 2018)

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
Albany	Affordable Housing Partnership	255 Orange St., Albany, NY 12210	518-434-1730	HOPP Also serves surrounding areas
	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP Also serves surrounding areas
	United Tenants of Albany	255 Orange St., Albany, NY 12210	518-436-8997	HOPP For tenants whose buildings are in the process of foreclosure or have been foreclosed on
	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
Allegany	ACCORD	84 Schuyler St., Belmont, NY 14813	585-268-7605	HOPP
	Neighborhood Housing Services of Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	Also serving surrounding counties
Bronx	The Bronx Neighborhood Housing Services CDC, Inc.	1451 East Gun Hill Rd., Bronx, NY 10469	718-881-1180	HOPP Spanish speaking staff available
	MHANY Management, Inc.	1 Metro Tech Center North 11th Floor, Brooklyn, NY 11201	718-246-8080 ext 203	HOPP Spanish, Italian, Greek, and Haitian Creole speaking staff available
	Housing and Family Services of Greater New York, Inc.	415 Albemarle Rd., Brooklyn, NY 11218	718-435-7585	HOPP Spanish, Russian, Cantonese, Mandarin, Patois, Haitian Creole, and

				French Creole speaking staff available. Translation Service available
	Grow Brooklyn, Inc.	1474 Myrtle Ave., Brooklyn, NY 11237	718-418-8232 ext. 2060	HOPP Spanish speaking staff available
	Neighborhood Housing Services NYC	307 West 36th Street, 12th Floor, New York, NY 10018 Foreclosure Department: 2475 Westchester Avenue, Bronx, NY 10461	929-268-3790	Spanish speaking staff available
	NYC Commission on Human Rights	1932 Arthur Avenue, Room 203A, Bronx, NY 10457	718-579-6728 OR 718-579-6900	Spanish speaking staff available
Broome	Metro Interfaith Housing Management Corp.	21 New St., Binghamton, NY 13903	607-772-6766	HOPP
Cattaraugus	Chautauqua Opportunities, Inc.	402 Chandler St., Jamestown, NY 14701	716-661-9430	HOPP
	ACCORD	84 Schuyler St., Belmont, NY 14813	585-268-7605	HOPP
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	
Cayuga	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint, A division of Money Management International	5794 Widewaters Parkway, Syracuse, NY 13214	713.394.3232	
Chautauqua	Chautauqua Opportunities, Inc.	402 Chandler St., Jamestown, NY 14701	716-661-9430	HOPP
	Chautauqua Home Rehabilitation and Improvement Corp. (CHRIC)	2 Academy St., Mayville, NY 14757	716-753-4650	Spanish speaking staff available
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	
Chemung	Arbor Housing and Development	26 Bridge St., Corning, NY 14830	607-654-7487	HOPP

	Catholic Charities of Chemung	215 East Church St., Suite 101, Elmira, NY 14901	607-734-9784	HOPP
Chenango	Metro Interfaith Housing Management Corp.	21 New St., Binghamton, NY 13903	607-772-2766	HOPP
Clinton	Friends of the North Country	1 Mill St., Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
Columbia	Galvan Housing Resources	252 Columbia St., Hudson, NY 12534	518-822-0707	HOPP
Cortland	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP Spanish speaking staff available
	Cortland Housing Assistance Council, Inc.	36 Taylor St. Cortland, NY 13045	607-753-8271	
Delaware	Western Catskills Community Revitalization Council	125 Main St., Suite A, Stamford, NY 12167	607-652-2823	HOPP
	RUPCO	301 Fair St. Kingston, NY 12401	845-331-9860	HOPP Spanish speaking staff available
	Delaware Opportunities, Inc.	35430 State Hgwy. 10 Hamden, NY 13782	607-746-1650	
Dutchess	Hudson River Housing	291 Mill St Poughkeepsie, NY 12601	845-454-9288	HOPP
	Putnam County Housing Corp.	11 Seminary Hill Rd., Carmel, NY 10512	845-225-8493	HOPP Serving Southern section of county
Erie	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	West Side NHS, Inc.	359 Connecticut St., Buffalo, NY 14213	Tuesdays and Wednesdays at (716) 885-2344, Thursdays and Fridays at (716) 877-3910	HOPP
	Buffalo Urban	15 Genesee Street	(716) 250-	HOPP

	League	Buffalo, NY 14203	2400	
	Chautauqua Opportunities, Inc.	402 Chandler St., Jamestown, NY 14701	716-661-9430	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	HOPP
	Neighborhood Assistance Corp. of America	135 Delaware Ave Ste 102 Buffalo, New York 14202-2410	716-834-6222	
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	
Essex	Friends of the North Country	1 Mill St., Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
Franklin	Friends of the North Country	1 Mill St., Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
	Franklin County Community Housing Council Inc.	337 West Main St. Malone, NY 12953	518-483-5934	HOPP
	Clearpoint, a division of Money Management International	215 Washington St. Suite 005, Watertown, NY 13601	713.394.3232	
Fulton	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
Genesee	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Belmont Housing Resources	1195 Main St., Buffalo, NY 14209	716-884-7791	HOPP

	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	
Greene	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	RUPCO	301 Fair St. Kingston, NY 12401	845-331-9860	HOPP Spanish speaking staff available
	Western Catskills Community Revitalization Council	125 Main St., Suite A, Stamford, NY 12167	607-652-2823	HOPP
Hamilton	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
Herkimer	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
Jefferson	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint, a division of Money Management International	215 Washington St. Suite 005, Watertown, NY 13601	713.394.3232	
Kings	Cypress Hills Local Dev. Corp.	Main Office: 625 Jamaica Avenue, Brooklyn, NY 11208 Housing Counseling Division: 3214 Fulton Street, Brooklyn, NY 11208	718-647-8100	HOPP Spanish and French speaking staff available
	IMPACCT Brooklyn	1000 Dean St., Suite 420, Brooklyn, NY 11238	718-522-2613	HOPP Spanish speaking staff available
	Grow Brooklyn, Inc.	1474 Myrtle Ave., Brooklyn, NY 11237	718-418-8232	HOPP Spanish speaking staff available
	Bridge Street Dev. Corp.	460 Nostrand Ave., Brooklyn, NY 11216	718-636-7596	HOPP Spanish speaking staff available
	MHANY Management, Inc.	1 Metro Tech Center North, 11th Floor, Brooklyn, NY 11201	718-246-8080	HOPP Spanish, Italian, Greek, and Haitian

			Creole speaking staff available
Neighbors Helping Neighbors (NHN)	621 Degraw St., Brooklyn, NY 11217	718-237-2017	HOPP Japanese speaking staff available
Housing and Family Services of Greater New York, Inc.	415 Albemarle Rd., Brooklyn, NY 11218	718-435-7585	HOPP Spanish, Russian, Cantonese, Mandarin, Patois, French Creole, and Haitian Creole speaking staff available. Translation Service available
Neighborhood Housing Services of Bedford-Stuyvesant CDC Inc. (dba Brooklyn Neighborhood Services CDC, Inc.)	1012 Gates Ave., 2nd Floor, Brooklyn, NY 11221	718-919-2100	HOPP
CAMBA	1720 Church Ave., 2nd Floor, Brooklyn, NY 11226	718-940-6311	HOPP Spanish, French, and Haitian Creole speaking staff available
Neighborhood Housing Services of Brooklyn	2806 Church Ave., Brooklyn, NY 11226	718-469-4679	HOPP Spanish speaking staff available
Greater Sheepshead Bay Dev. Corp.	2107 East 22nd St., Brooklyn, NY 11229	718-332-0582	
Southern Brooklyn Community Organization	4006 18th Ave., Brooklyn, NY 11218	718-435-1300	
Brooklyn Neighborhood Improvement Association	465 Sterling Place, Brooklyn, NY 11238	718-773-4116	
Council of Jewish Organizations of Flatbush, Inc.	1523 Avenue M, Brooklyn, NY 11230	718-377-2900 ext 7625	Arabic, Russian and Spanish speaking staff available
GreenPath Debt Solutions	175 Remsen St., Suite 1102, Brooklyn, NY 11201	866-285-4033	
NY Commission of Human Rights- Brooklyn	275 Livingston St., Brooklyn, NY 11217	718-722-3130	Spanish speaking staff available
Lewis	Home	538 Erie Blvd West, Syracuse NY 13204	315-474- HOPP

	Headquarters, Inc.		1939	
	Clearpoint, a division of Money Management International	215 Washington St. Suite 005, Watertown, NY 13601	713.394.3232	
Livingston	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	The Housing Council	75 College Ave., 4th Floor, Rochester, NY 14607	585-546-3700	HOPP
Madison	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP Spanish speaking staff available
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
	Community Action Program for Madison County	3 East Main St., Morrisville, NY 13408	315-684-3144	ASL trained staff available
Monroe	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Marketview Heights Association	308 North Street, Rochester, NY 14605	585-423-1540	HOPP
	The Housing Council	75 College Ave., 4th Floor, Rochester, NY 14607	585-546-3700	HOPP
	Urban League of Rochester	265 North Clinton Ave., Rochester, NY	585-325-6530	
Montgomery	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
Nassau	American Debt Resources, Inc.	248C Larkfield Road, East Northport, NY 11731	1-800-498-0766	HOPP Spanish speaking staff available
	Community Development Corporation of Long Island	333 No Main St., Freeport, NY 11520	631-471-1215 x158	HOPP Spanish speaking staff available
	Central Islip Civic Council	68 Wheeler Road Central Islip NY, 11722	631-348-0669	HOPP

	Debt Counseling Corp.	3033 Express Dr. N, Hauppauge, NY 11749	1-888-354-6332 ext. 316	HOPP Spanish speaking staff available
	Hispanic Brotherhood of Rockville Centre, Inc.	59 Clinton Ave., Rockville Centre, NY 11570	516-766-6610	HOPP Spanish speaking staff available
	La Fuerza Unida, Inc.	1 School St., Suite 302, Glen Cove, NY 11542	516-759-0788	HOPP Spanish speaking staff available
	LIFE, Inc.	112 Spruce St., Cedarhurst, NY 11516	516-374-4564 ext.1038	HOPP Spanish speaking staff available
	Long Island Housing Partnership, Inc.	180 Oser Ave., Hauppauge, NY 11788	631-435-4710	HOPP Spanish speaking staff available
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8, Bohemia, NY 11716	631-567-5111 x383	HOPP Spanish speaking staff available
	Safeguard Credit Counseling, Inc.	67 Fort Salonga Rd. Northport, NY 11768	1-800-673-6993	HOPP Spanish speaking staff available
New York	MHANY Management, Inc.	1 Metro Tech Center North 11th Floor, Brooklyn, NY 11201	718-246-8080	HOPP Spanish, Italian, Greek, and Haitian Creole speaking staff available
	Grow Brooklyn, Inc.	1474 Myrtle Ave., Brooklyn, NY 11237	718-418-8232	HOPP Spanish speaking staff available
	AAFE Community Development Fund, Inc.	111 Division St., New York, NY 10002	212-964-2288	Chinese and Korean speaking staff available
	Abyssinian Development Corp.	2283 Adam Clayton Powell Jr. Blvd, New York, NY 10030	646-442-6545	
	Neighborhood Housing Services of NYC	Main office: 307 West 36th St., 12th floor, New York, NY 10018 Main foreclosure department: 2475 Westchester Avenue, Bronx, NY 10461	929-268-3790	Spanish speaking staff available
	Harlem Congregations for Community Development	256 W. 153rd Street. New York, NY 10039	212-281-4887 ext. 206 or 231	Spanish speaking staff available
	West Harlem Group	1652 Amsterdam Ave. New York, NY 10031	212-862-1399	

	Assistance, Inc.			
	GreenPath Debt Solutions	31 West 34th Street, Suite 7030 New York, NY 10001	866-285-4059	
Niagara	Belmont Housing Resources	1195 Main St., Buffalo, NY 14209	716-884-7791	HOPP
	West Side NHS	203 Military Rd., Buffalo, NY 14207	Tuesdays and Wednesdays at (716) 885-2344, Thursdays and Fridays at (716) 877-3910	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	HOPP
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	
Oneida	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
	Clearpoint, a division of Money Market International	5794 Widewaters Parkway, Syracuse, NY 13214	713.394.3232	
	Cooperative Federal Credit Union	101 Gertrude St., Syracuse, NY 13202	315-476-5290	
Onondaga	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway, Syracuse, NY 13214	1-800-750-2227	
	Cooperative Federal Credit Union	800 N. Salina St., Syracuse, NY 13208	315-476-5290	
Ontario	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Community Action in Self Help	48 Water St., Lyons, NY 14489	315-946-6992	HOPP
	Keuka Housing	160 Main St. Penn Yan, NY 14527	315-536-	HOPP

	Council		8707	
Orange	Hudson River Housing	291 Mill St Poughkeepsie, NY 12601	845-454-9288	HOPP
	Orange County Rural Development Advisory Corp.	2 S. Montgomery St., Walden, NY 12586	845-713-4568	HOPP
Orleans	Belmont Housing Resources	1195 Main St., Buffalo, NY 14209	716-884-7791	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
Oswego	Fulton Community Development Agency	125 West Broadway, Fulton, NY 13069	315-593-7166	HOPP
	Clearpoint, a division of Money Market International	5794 Widewaters Parkway, Syracuse, NY 13214	713.394.3232	
Otsego	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
Putnam	Housing Action Council	55 South Broadway, Tarrytown, NY 10591	914-332-4144	HOPP
	Putnam County Housing Corp.	11 Seminary Hill Rd., Carmel, NY 10512	845-225-8493	HOPP
Queens	Neighborhood Housing Services of Queens, CDC, Inc.	60-20 Woodside Ave., 2nd Floor, Flushing, NY 11377	718-457-1017	HOPP Spanish speaking staff available. Translation Service available.
	Neighborhood Housing Services- Jamaica	89-70 162nd St., Jamaica, NY 11432	929-268-3790	HOPP Spanish speaking staff available
	MHANY Management, Inc.	1 Metro Tech Center North 11th Floor, Brooklyn, NY 11201	718-246-8080	HOPP Spanish, Italian, Greek, and Haitian Creole speaking staff available
	Housing and Family Services of Greater New York, Inc.	415 Albemarle Rd., Brooklyn, NY 11218	718-435-7585	HOPP Spanish, Russian, Cantonese, Mandarin, Patois, Haitian Creole, and

				French Creole speaking staff available. Translation Service available.
	NY Commission of Human Rights- Queens	153-01 Jamaica Ave. Jamaica, NY 11432	718-657-2465	Spanish speaking staff available
	Margert Community Corporation	325 Beach 37th Street Far Rockaway, NY 11691	718-471-3724	Spanish speaking staff available
	Queens Community House	108-25 62nd Drive, Forest Hills, NY 11375	718-592-5757	
Rensselaer	Troy Rehabilitation and Improvement Program (TRIP)	415 River St., Troy, NY 12180	518-690-0020	HOPP
	United Tenants of Albany	33 Clinton Ave., Albany, NY 12207	518-436-8997	HOPP For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed
	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	Affordable Housing Partnership	255 Orange St., Albany, NY 12210	518-434-1730	HOPP
Richmond	Northfield Community Local Dev. Corp. of Staten Island	160 Heberton Ave. Staten Island, NY 10302	718-442-7351	HOPP Russian speaking staff available
	MHANY Management, Inc.	1 Metro Tech Center North 11th Floor, Brooklyn, NY 11201	718-246-8080	HOPP Spanish, Italian, Greek, and Haitian Creole speaking staff available
	Neighborhood Housing Services, Staten Island	770 Castleton Ave., Staten Island, NY 10310	718-442-8080	Spanish speaking staff available
	NYC Commission on Human Rights- Staten Island	60 Bay St. 7th Floor, Staten Island, NY 10301	718-390-8506	Spanish speaking staff available
Rockland	Housing Action Council	55 South Broadway, Tarrytown, NY 10591	914-332-4144	HOPP
	Rockland Housing Action Coalition	120-126 North Main St., Annex-First Floor, New City, NY 10956	845-708-5799	HOPP Spanish, Creole, Hebrew, and ASL speaking staff available

Saratoga	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	Affordable Housing Partnership	255 Orange St., Albany, NY 12210	518-434-1730	HOPP
	Troy Rehabilitation and Improvement Program (TRIP)	415 River St., Troy, NY 12180	518-690-0020	HOPP Serving residents of Southern Saratoga County
	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
Schenectady	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
	Affordable Housing Partnership	255 Orange St., Albany, NY 12210	518-434-1730	HOPP
	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	Schenectady Community Action Program (SCAP)	913 Albany St., Schenectady, NY 12307	518-374-9181	For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed
Schoharie	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
	Western Catskills Community Revitalization Council	125 Main St., Suite A, Stamford, NY 12167	607-652-2823	HOPP
Schuyler	Arbor Housing and Development	26 Bridge St., Corning, NY 14830	607-654-7487	HOPP
	Catholic Charities of Chemung	215 East Church St., Suite 101, Elmira, NY 14901	607-734-9784	HOPP
Seneca	Community Action in Self Help	48 Water St., Lyons, NY 14489	315-946-6992	HOPP
St. Lawrence	Housing Assistance Program of	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP

	Essex County (HAPEC)			
	North Country Housing Council	19 Main St., Canton, NY 13617	315-386-8576	
	Clearpoint, a division of Money Management International	215 Washington St. Suite 005, Watertown, NY 13601	713.394.3232	
Steuben	Arbor Housing and Development	26 Bridge St., Corning, NY 14830	607-654-7487	HOPP
	Accord	84 Schuyler St., Belmont, NY 14813	585-268-7605	HOPP
	Catholic Charities of Chemung	215 East Church St., Suite 101, Elmira, NY 14901	607-734-9784	HOPP
Suffolk	American Debt Resources, Inc.	248C Larkfield Road, East Northport, NY 11731	1-800-498-0766	HOPP Spanish speaking staff available
	Central Islip Civic Council	68 Wheeler Rd. Central Islip, NY 11722	631-348-0669	HOPP Spanish speaking staff available
	Community Development Corporation of Long Island	2100 Middle Country Rd., Suite 300, Centereach NY 11720	631-471-1215 ext. 158	HOPP Spanish speaking staff available
	Debt Counseling Corp.	3033 Express Dr. N, Hauppauge, NY 11749	1-888-354-6332 ext. 316	HOPP Spanish speaking staff available
	Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue Suite 7800 Central Islip NY 11722	631-647-3762 x 1204 or 1205	HOPP Spanish speaking staff available
	Housing Help, Inc.	91-101 Broadway Greenlawn, NY 11740	631 754 0373	HOPP Spanish speaking staff available
	La Fuerza Unida, Inc.	1 School St., Suite 302, Glen Cove, NY 11542	516-759-0788	HOPP Spanish speaking staff available
	Long Island Housing Partnership, Inc.	180 Oser Ave., Hauppauge, NY 11788	631-435-4710	HOPP Spanish speaking staff available
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8, Bohemia, NY 11716	631-567-5111 x383	HOPP Spanish speaking staff available
	Safeguard Credit Counseling, Inc.	67 Fort Salonga Road Northport NY 11768	1-800-673-6993	HOPP

				Spanish speaking staff available
	North Fork Housing Alliance	116 South St., Greenport, NY 11944	631-477-1070	
	Bellport, Hagerman, East Patchogue Alliance, Inc.	1492 Montauk Highway, Bellport, NY 11713	631-286-9236	
	Wyandanch Community Development	59 Cumberbach St. Wyandanch, NY 11798	631-253-0139 OR 631-643-4786	Only serves part of Western Suffolk
Sullivan	RUPCO	301 Fair St. Kingston, NY 12401	845-331-9860	HOPP Spanish speaking staff available
	Rural Sullivan Housing Corp.	33 Lakewood Ave., Monticello, NY 12701	845-794-0348	
Tioga	Catholic Charities of Chemung	215 East Church St., Suite 101, Elmira, NY 14901	607-734-9784	HOPP
	Metro Interfaith Housing Management Corp.	21 New St., Binghamton, NY 13903	607-772-6766	HOPP
	Clearpoint, a division of Money Management International	The Metro Center, 49 Court St., Binghamton, NY 13901	713.394.3232	
Tompkins	Catholic Charities of Chemung	215 East Church St., Suite 101, Elmira, NY 14901	607-734-9784	HOPP
	Clearpoint, a division of Money Management International	The Metro Center, 49 Court St., Binghamton, NY 13901	713.394.3232	
Ulster	Orange County Rural Development Advisory Corp.	2 S. Montgomery St., Walden, NY 12586	845-713-4568	HOPP
	RUPCO	301 Fair St. Kingston, NY 12401	845-331-9860	HOPP Spanish speaking staff available
Warren	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP

Washington	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
Wayne	Community Action in Self Help	48 Water St., Lyons, NY 14489	315-946-6992	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	50 Chestnut Plaza, Rochester, NY 14604	1-888-724-2227	HOPP
Westchester	Community Housing Innovations, Inc.	75 South Broadway, Ste 340 White Plains, NY 10601	914-683-1010	HOPP
	Housing Action Council	55 South Broadway, Tarrytown, NY 10591	914-332-4144	HOPP
	Human Development Services of Westchester, Inc.	28 Adea St. Port Chester, NY 10573	914-939-2005	HOPP Spanish speaking counselors available
	Westchester Residential Opportunities	470 Mamaroneck Ave., Suite 410 White Plains, NY 10605	914-428-4507 OR 877-WRO-4YOU	HOPP Spanish and French speaking staff available
	Putnam County Housing Corp.	11 Seminary Hill Rd., Carmel, NY 10512	845-225-8493	HOPP Serving Northern section of county
	Greenpath	One Barker Ave., Suite 420 White Plains, NY 10601	888-366-9140	
Wyoming	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	ACCORD	84 Schuyler St., Belmont, NY 14813	585-268-7605	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	HOPP
Yates	Keuka Housing Council	160 Main St. Penn Yan, NY 14527	315-536-8707	HOPP

Department of Financial Services

<u>Consumer Quicklinks</u>	<u>Industry Quicklinks</u>	<u>Website</u>	<u>Language Assistance</u>
File a Complaint	Check Insurance License Status	Accessibility	Español (Spanish)
Obtain a Lien Release on a Car	Serve Process	Disclaimer	中文 (Chinese)
File a FOIL Request	File a 90-Day Foreclosure Notice	Privacy Policy	Русский (Russian)
Learn about Tenant's Rights	Get Approval for a Title	Site Map	Italiano (Italian)
File an External Appeal	Report Fraud	PDF Reader	Kreyòl ayisyen (Haitian-Creole)
Report Fraud	Independent Adjusters		한국어 (Korean)
DMV Insurance Codes			Polski (Polish)

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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

United States of America, Acting Through the Rural Housing Service or Successor Agency, United States Department of Agriculture

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

John Manfredi, Manfredi Law Group, PLLC 302 E. 19th Street, Suite 2A,
NY, NY 10003 347 614 7006

DEFENDANTS

Jason R. Dillenback, Community Bank, N.A., "John Doe #1-5" and "Jane Doe 1-5"

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

U.S.C. Section 1345

Brief description of cause:

foreclose on real property mortgage

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
177,528.27

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

11/05/2018

SIGNATURE OF ATTORNEY OF RECORD

/s/ John Manfredi

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

Waived

APPLYING IFP

JUDGE

MAG. JUDGE

1:18-cv-1291 [LEK/DEP]

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.